



City of Kirkland Request for Proposal

Consulting Services for ERP Procurement Process

Job # 28-16-IT

Issue Date: Tuesday, May 31st, 2016
Due Date: 3:00 p.m. (Pacific Time), Thursday, June 16th, 2016

REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Kirkland, Washington, for:

Consulting Services for ERP Procurement Process

File with Purchasing, Finance Department, 123 5th Ave, Kirkland WA, 98033 as follows:

Proposals received later than **3:00 PM, Thursday, June 16th, 2016 will not** be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's web site at <http://www.kirklandwa.gov/> Locate by clicking on "Business" at the top of the webpage and then "Request for Proposals" under "Doing Business with the City." Call 425-587-3123 if you are unable to access RFP documents online.

The City of Kirkland reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The City of Kirkland assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

Dated this 31st day of May, 2016

Barry L. Scott, C.P.M.
Purchasing Agent

Table of Contents

Table of Contents

CHAPTER I: GENERAL RFP INFORMATION.....	5
OBJECTIVE OF THIS RFP	5
REQUESTED SERVICES.....	6
DELIVERABLES.....	6
RFP OFFICIAL CONTACT.....	6
PROCUREMENT SCHEDULE.....	7
LETTER OF INTENT	7
QUESTIONS REGARDING THE RFP	8
COOPERATIVE PURCHASING.....	8
PROPOSAL PREPARATION.....	8
PROPOSAL SUBMISSION	8
EVALUATION PROCEDURES.....	10
CHAPTER II: REQUIRED PROPOSAL RESPONSE FORMS.....	11
PROPOSAL PREPARATION INSTRUCTIONS.....	11
FORM 1: COVER LETTER	12
FORM 2: PROPOSAL SUMMARY	13
FORM 3: ACCEPTANCE OF TERMS AND CONDITIONS	15
FORM 4: GENERAL SUPPLIER INFORMATION	19
FORM 5: SCOPE OF SERVICES	22
FORM 6: PRICE PROPOSAL	23
FORM 7: CUSTOMER REFERENCES.....	24
FORM 8: KEY PROJECT STAFF BACKGROUND INFORMATION	26
APPENDICES	27
RFP AMENDMENTS.....	27
VENDOR'S COST TO DEVELOP PROPOSAL	27
WITHDRAWAL OF PROPOSALS.....	27
REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES ...	27
PROPOSAL VAILIDITY PERIOD	27
CITY TAXATION.....	27
PUBLIC RECORDS.....	28
ACQUISITION AUTHORITY	28
CONTRACT AWARD AND EXECUTION	29
<u>DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND INSURANCE REQUIREMENTS</u>	30
EQUAL OPPORTUNITY COMPLIANCE.....	32
OTHER COMPLIANCE REQUIREMENTS.....	32
OWNERSHIP OF DOCUMENTS	33
CONFIDENTIALITY OF INFORMATION	33

Table of Contents

ATTACHMENTS	34
Attachment A: Non-Collusion Certificate	35
Attachment B: Non-Disclosure Agreement	36
Attachment C: Professional Services Agreement	39

Chapter I: General RFP Information

Chapter I: General RFP Information

OBJECTIVES OF THIS RFP

INTRODUCTION AND BACKGROUND

The City of Kirkland currently runs SunGard's Integrated Financial Accounting System (IFAS). The version of the system that the city is running is near end of support and the city is interested procuring a new Finance / Human Resources ERP system. The City hopes to select and begin implementation of a new system by the beginning of 2017 and is soliciting bids from consulting agencies to assist with the requirements, creation of a Request for Proposal for the system, assistance with vendor selection, demo process and contract negotiations with the finalist vendor.

OBJECTIVES OF THE PROJECT

Working with the Finance and HR departments and key customers such as the City Manager, IT, and other departments, identify detailed requirements for the financial, payroll, utility billing, HRIS, budgeting, purchasing, and business licensing functions, with special attention to core financial needs.

- Develop a Request for Proposal for the replacement of the Finance / Human Resources system with the option for vendors to bid on replacement of the Utility Billing / Cashiering system and Business License system. Ensure that the request for proposal allows the city to compare vendor functionality and cost submissions in an apples-to-apples way.
- Assist the City with evaluation of the vendor RFP responses including vendor follow-up, clarification of functionality, cost, resources and timeline.
- Assist the City with vendor demos including scheduling, development of demo scripts, and evaluation process.
- Assist the City with contract negotiations with the finalist vendor(s).

The selected Vendor may be requested to do all four of these functions or they may be asked to do only the first two.

Chapter I: General RFP Information

THE CITY OF KIRKLAND

The City of Kirkland is located just across Lake Washington from Seattle, Washington, and just north of Bellevue with some contiguous borders. Kirkland is the second largest city on the eastside of Lake Washington, and the twelfth largest in the State of Washington. Our population is approximately 81,000. A full [community profile](#) can be found on our website.

REQUESTED SERVICES

DELIVERABLES

The following deliverables are to be provided by the vendor. Additional deliverables may be identified during the initial meetings between the vendor and the City.

A plain-English proposal of how you will meet the objectives of the projects, including scope of work, costs, and resources assigned to the project and timeline to complete.

A plain-English description of your specific experience with government finance systems and a sample Request for Proposal for a Finance / Human Resources procurement.

The proposed schedule for the RFP to select the new system is to begin in July and complete in November. Please use these date for planning purposes and know that alternative schedules will be considered although reaching contract before the end of 2016 is strongly preferred.

RFP OFFICIAL CONTACT

Upon release of this RFP, all vendor communications concerning the overall RFP should be directed to the RFP Coordinator listed below. Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Vendors should rely only on written statements issued by the RFP Coordinator.

Name: RFP Coordinator
Karen Mast, IT Manager – Enterprise Applications

Address: City of Kirkland
Information Technology
123 5th Avenue
Kirkland, Washington 98033

Consulting Services for ERP Procurement Process

Chapter I: General RFP Information

Telephone: (425) 587-3060

E-mail: kmast@kirklandwa.gov

PROCUREMENT SCHEDULE

The procurement schedule for this project is as follows:

Note: The City reserves the right to adjust this schedule as necessary.

Milestone	Date
Release RFP to vendors	May 31, 2016
Vendor Questions (if any) and letter of intent due	June 6, 2016
Answers to RFP Questions Released	June 10, 2016
Proposal responses due 3:00 pm PDT	June 16, 2016
Vendor selection*	June 22, 2016

*Vendors may be asked to interview prior to the vendor selection date.

LETTER OF INTENT

Vendors wishing to submit proposals are encouraged to provide a written letter of intent to propose by June 6, 2016. An email attachment sent to kmast@kirklandwa.gov is acceptable. Letters sent via facsimile will be accepted at (425) 587-3055. Please identify the name, address, phone, fax number, and e-mail address of the person who will serve as the key contact for all correspondence regarding this RFP.

A letter of intent is required in order for the City to provide interested vendors with a list of any questions received and the City's answers to those questions. Those providing a letter of intent will also be notified of any addenda that are issued. If a letter of intent is not submitted, it will be the vendor's responsibility to monitor the website to get answers to any questions.

A list of all vendors submitting a letter of intent will be available upon request.

Those who choose not to provide a letter of intent will be responsible for monitoring the City's purchasing webpage for any addenda issued for this RFP.

Chapter I: General RFP Information

QUESTIONS REGARDING THE RFP

Vendors who request a clarification of the RFP requirements must submit written questions to the RFP Coordinator by 3 p.m. (PDT) by June 6, 2016. Written copies of all questions and answers will be provided to all vendors who have submitted letters of intent. An email attachment sent to kmast@kirklandwa.gov is fine. Letters sent via facsimile will be accepted at (425) 587-3055. Responses to all questions submitted by this date will be emailed to vendors who submitted a letter of intent by 12:00 p.m. on June 10th, 2016.

COOPERATIVE PURCHASING

RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland may purchase from City of Kirkland contracts, provided that the supplier agrees to participate. The City of Kirkland does not accept any responsibility for purchase orders issued by other public agencies.

PROPOSAL PREPARATION

General Information

It is important that all bidders read this section carefully. Failure to comply with these instructions may result in your proposal being removed from consideration by the City.

Vendors must prepare proposals using a word processor and electronic versions of the forms provided in Chapter II of this RFP. The City of Kirkland is using a "forms-based" approach to this procurement. This will allow all the bids received to be compared in a meaningful (i.e., "apples-to-apples") way. The RFP contains, in addition to the General RFP Information, a series of Response Forms.

PROPOSAL SUBMISSION

The following provides specific instructions for submitting your sealed proposal.

Due Date:	<i>Proposals must be received by the Purchasing Agent no later than June 16th, 2016, at 3:00 p.m. (Pacific Time).</i> Late proposals will not be accepted nor will additional time be granted to any vendor unless it is also granted to all vendors. Proposals sent by email must
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Consulting Services for ERP Procurement Process

Chapter I: General RFP Information

	<p>be time stamped as received by Kirkland's system by 3:00 p.m. Emailed proposals must be in either MS Word or PDF format. All proposals and accompanying documentation will become the property of the City and will not be returned.</p>
Number of Copies:	<p>An electronic copy of the vendor's proposal, in its entirety, must be received as specified above.</p> <p>The City will not accept facsimile.</p>
Address for Submission:	<p>City of Kirkland Attn: Purchasing Agent Job #28-16-IT 123 5th Ave Kirkland, WA 98033</p> <p>Or</p> <p>purchasing@kirklandwa.gov (Emailed submittals are to be sent only to this address. Copies are not to be emailed directly to other City staff.)</p>

Chapter I: General RFP Information

EVALUATION PROCEDURES

The RFP coordinator and other staff will evaluate the submitted proposals.

The evaluators will consider how well the vendor's proposed methodology and deliverables meet the needs of the City as described in the vendor's response to each requirement and form. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluation process is not designed to simply award the contract to the lowest cost vendor. Rather, it is intended to help the City select the vendor with the best combination of attributes, including price, based on the evaluation factors. The City reserves the right to require that a subset of finalist vendors make a presentation to a selection team.

Chapter I: General RFP Information

Chapter II: Required Proposal Response Forms

The proposal must provide a summary of the firm's qualifications to perform the duties outlined in the requested services section. This chapter contains forms vendors must complete to submit their proposals. Vendors must complete all the forms in this chapter as well as other requests for information contained herein. The following forms are included:

- 1) Cover Letter
- 2) Proposal Summary
- 3) Acceptance of Terms and Conditions
- 4) General Supplier Information
- 5) Scope of Services
- 6) Price Proposal
- 7) Customer Reference
- 8) Key Project Staff Background Information

In addition to the included forms, vendor must provide at least two examples reports from previous similar work. Sensitive customer information may be redacted if necessary.

PROPOSAL PREPARATION INSTRUCTIONS

To prepare your proposal, follow these instructions:

1. Open the electronic version of the forms of this RFP. Please use these forms and do not put them in another format.
2. If applicable, use copy and paste commands, copy sections *and* forms as necessary and paste them into a new file. Save the new file.
3. Complete all of the forms in your word processing and spreadsheet applications.
4. Please create a table of contents with page numbers.
5. Delete instructions (i.e., verbiage contained in brackets) from each form.
6. When your proposal is finished, refer to the proposal submission instructions in this document.

Submission Format

The proposal must be submitted in the specific Form sequence noted below.

Please create a Table of Contents with page numbers.

Consulting Services for ERP Procurement Process

City of Kirkland - Request for Proposal
May 31st, 2016

FORM 1: COVER LETTER

[Use this space to compose a cover letter for your proposal. All proposals must include a cover letter signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule. NOTE: The cover letter is not intended to be a summary of the proposal itself; this is accomplished in Form 2.]

The cover letter must contain the following statements and information:

1. "Proposal may be released in total as public information in accordance with the requirements of the laws covering same." (Any proprietary information must be clearly marked.)
2. "Proposal and cost schedule shall be valid and binding for ONE HUNDRED EIGHTY (180) days following proposal due date and will become part of the contract that is negotiated with the City."
3. Company name, address, and telephone number of the firm submitting the proposal.
4. Name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the firm and to whom correspondence should be directed.
5. Proposals must state the proposer's federal and state taxpayer identification numbers.
6. Please complete and attach the following documents from the Attachments section of this RFP:
 - Non-Collusion Certificate
 - Non-Disclosure Agreement
 - Professional Services Agreement

TEXT WITHIN THE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

FORM 2: PROPOSAL SUMMARY

[Use this form to summarize your proposal and your firm's qualifications. Additionally, you may use this form at your discretion to articulate why your firm is pursuing this work and how it is uniquely qualified to perform it.]

Your proposal summary is not to exceed two pages.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED AND REPLACED BY YOUR PROPOSAL SUMMARY.]

Appendices

[Use this space as needed for page 2 of your proposal summary.]

FORM 3: ACCEPTANCE OF TERMS AND CONDITIONS

[Use this form to indicate exceptions that your firm takes to any terms and conditions listed in this RFP, including the Appendices and Attachments. Proposals which take exception to the specifications, terms, or conditions of this RFP or offer substitutions shall explicitly state the exception(s), reasons(s) therefore, and language substitute(s) (if any) in this section of the proposal response. Failure to take exception(s) shall mean that the proposer accepts the conditions, terms, and specifications of the RFP. If your firm takes no exception to the specifications, terms, and conditions of this RFP, please indicate so.

FORM 3: ACCEPTANCE OF TERMS AND CONDITIONS

It is the intent of the City to contract with a private supplier. All supplier representations, whether verbal, graphical or written, will be relied on by the City in the evaluation of the responses to this Request for Proposal. This reliance on the Supplier's represented expertise is to be considered as incorporated into any, and all, formal Agreements between the parties.

PRINT THE WORDS "NO EXCEPTIONS" HERE _____ IF THERE ARE NO EXCEPTIONS TAKEN TO ANY OF THE TERMS, CONDITIONS, OR SPECIFICATIONS OF THESE REQUEST FOR PROPOSAL DOCUMENTS.

IF THERE ARE EXCEPTIONS TAKEN TO ANY OF THESE TERMS, CONDITIONS, OR SPECIFICATIONS OF THESE REQUEST FOR PROPOSAL DOCUMENTS, THEY MUST BE CLEARLY STATED IN THE TABLE BELOW ("RFP EXCEPTIONS") AND RETURNED WITH YOUR PROPOSAL IN THE APPROPRIATE SECTION.

IF YOU PROVIDED A SAMPLE COPY OF YOUR CONTRACT(S) YOU STILL NEED TO IDENTIFY IN THIS DOCUMENT ("RFP EXCEPTIONS") ANY AND ALL EXCEPTIONS YOU HAVE TO THE TERMS AND CONDITIONS.

Firm or Individual	
Title	
Telephone	
Email	
Address	

PRINT NAME AND TITLE

AUTHORIZED SIGNATURE

DATE _____

Appendices

OTHER NOTES:

Appendices

RFP EXCEPTIONS

Add any additional line items for exceptions as necessary and reference any explanatory attachments within the line item to which it refers.

	RFP Section # or Form, Page #	Exception Describe the nature of the Exception	Explanation of Why This is an Issue for You	Your Proposed Alternative to Meet the Needs of the City
1				
2				
3				
4				
5				

Appendices

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED AND REPLACED BY YOUR RESPONSE.]

FORM 4: GENERAL SUPPLIER INFORMATION

[Use this form to provide information about your firm.

Please note that Form 4 has a section for the Supplier's information and a separate section that needs to be completed if the Supplier is using a 3rd party implementation partner, systems integrator or VAR to provide implementation, training and other professional services related to this RFP.

Form 4 – General Supplier Information

Proposing Supplier Information	
1. Contact Information	
▪ Company Name	
▪ Name and Title of Contact Person	
▪ Company Address	
▪ Phone	
▪ Email Address	
▪ Company Website	
2. Regional Offices and Staff	
▪ Describe whether your organization is local, regional, national or international.	
▪ Regional office servicing this engagement	
▪ Describe the range of services provided by the office servicing the engagement and # of employees.	
3. Company Information	
▪ Briefly describe your company and the characteristics that set your company apart.	

Appendices

<ul style="list-style-type: none"> Briefly describe how you will meet our requirements and maximize our return on investment. 	
<ul style="list-style-type: none"> Year Founded 	
<ul style="list-style-type: none"> Private vs. Public (Listing Exchange and Listing Code) 	
<ul style="list-style-type: none"> Fiscal year end 	
<ul style="list-style-type: none"> Revenue: Current Year 	
<ul style="list-style-type: none"> Revenue: Prior Year 	
<ul style="list-style-type: none"> Parent Company (If separate) 	
<ul style="list-style-type: none"> Describe if your organization is international, national, regional or local. Please explain. 	
<ul style="list-style-type: none"> Disclose any recent litigation (and outcomes) and litigation currently underway. 	
4. # of Supplier Employees	
<ul style="list-style-type: none"> Total Worldwide 	
<ul style="list-style-type: none"> Total in U.S. 	
<ul style="list-style-type: none"> # of full-time employees in: <ul style="list-style-type: none"> Sales Implementation and training Customer service Technical/Development Administrative - Other (note relevant staff): 	
5. Company Qualifications	
Three or more years of software acquisition and implementation consulting in the public sector. Briefly describe.	
6. Experience working with cities of our size. Briefly describe.	
7. Contract Termination for Default Please list all incidents in the past 5 years in which you have had a contract terminated for default. Termination	

Appendices

<p>for default is defined as notice to stop performance due to your non-performance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined you to be in default. Please provide:</p> <ul style="list-style-type: none">• Full details of all terminations for default• The other party's name, address and telephone• Your position on the matter	
<p>8. Contract termination before contract completion for convenience, non-performance, non-allocation of funds, etc.</p> <p>Please list all incidents in the past 5 years in which you have had a contract terminated before completion (e.g. for convenience non-performance, non-allocation of funds or any other reason)</p> <p>Please provide:</p> <ul style="list-style-type: none">• Full details of all such terminations• The other party's name, address and telephone• Your position on the matter	

FORM 5: SCOPE OF SERVICES

[Please describe your methodology for gathering requirements, RFP facilitation and contract negotiations services.

Please provide a sample Request for Proposal for a Finance and Human Resource systems procurement.

Please provide a draft schedule and identify your staff who will work on this project and what their roles will be.

The City reserves the right to reject any or all proposals. The City reserves the right to request more information for clarification due to omission of information. Vendors should be prepared to make an oral presentation as part of the evaluation process.

TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE]

FORM 6: PRICE PROPOSAL

PROFESSIONAL SERVICES	\$	ASSUMPTIONS
GRAND TOTAL		

FORM 7: CUSTOMER REFERENCES

[Please complete Form 7 using the actual form.]

FORM 7: CUSTOMER REFERENCES

Provide at least four references where your system acquisition consulting work or similar consulting engagement was completed in the last five years. At least two references must be for government client. Please identify any work that has been done to install, replace, select, and/or manage the implementation of a finance system.

Name of Customer:	
Contact Name/Title:	Telephone #:
Mailing Address:	Email:
Project Description and dates of work:	Project cost:
Other comments:	

Name of Customer:	
Contact Name/Title:	Telephone #:
Mailing Address:	Email:
Project Description and dates of work:	Project cost:
Other comments:	

Name of Customer:	
Contact Name/Title:	Telephone #:

Appendices

Mailing Address:	Email:
Project Description and dates of work:	Project cost:
Other comments:	

Name of Customer:	
Contact Name/Title:	Telephone #:
Mailing Address:	Email:
Project Description and dates of work:	Project cost:
Other comments:	

TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

FORM 8: KEY PROJECT STAFF BACKGROUND INFORMATION

[Complete the following table for each of the key project staff members. Use your word processor's copy and paste commands to create additional copies of this table as necessary. Please allow one page for each table. **At a minimum, key staff must include your proposed project manager and key contributors to this project.** TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Vendor Name	
Staff member name	
Position in the company	
Length of time in position	
Length of time at company	
Project position and responsibilities	
Education	
Previous work experience	
Skills and qualifications for the project position.	

Appendices

RFP AMENDMENTS

The City reserves the right to change the schedule or issue amendments to the RFP at any time. The City also reserves the right to cancel or reissue the RFP.

VENDOR'S COST TO DEVELOP PROPOSAL

Costs for developing proposals in response to the RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to the City.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES

The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the City.

PROPOSAL VAILIDITY PERIOD

Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful vendor.

CITY TAXATION

The contractor awarded said contract will be required to purchase a City of Kirkland Business License.

Appendices

PUBLIC RECORDS

“Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the “documents”) become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the City receives a request for inspection or copying of any such documents provided by a vendor in response to this RFP, it will promptly notify the vendor at the address given in response to this RFP that it has received such a request. Such notice will inform the vendor of the date the City intends to disclose the documents requested and affording the vendor a reasonable opportunity to obtain a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.”

ACQUISITION AUTHORITY

This RFP and acquisition are authorized pursuant to KMC 3.85.200 and RCW 39.04.270.

CONTRACT AWARD AND EXECUTION

- ◆ The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the City.
- ◆ The general conditions and specifications of the RFP and as proposed by the City and the successful vendor's response, as amended by agreements between the City and the vendor, will become part of the contract documents. Additionally, the City will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.
- ◆ The vendor selected as the apparently successful vendor will be expected to enter into a contract with the City.
- ◆ If the selected vendor fails to sign the contract within five (5) business days of delivery of the final contract, the City may elect to cancel the award and award the contract to the next-highest-ranked vendor.
- ◆ No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND INSURANCE REQUIREMENTS

In addition to other standard contractual terms, the City will require the selected vendor to comply with the defense, indemnification, hold harmless and insurance requirements as outlined below:

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The vendor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

A. Minimum Scope of Insurance

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG0001) (Ed.10/1/93), or, Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 (Ed. 1/81) covering Broad Form Comprehensive General Liability.
2. Insurance Services Office form number CA 0001 (Ed. 12/93), covering Automobile Liability code 1, "any auto", for activities involving other than incidental personal auto usage.
3. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.
4. Consultant's Errors and Omissions or Professional Liability applying to all professional activities performed under the contract.

B. Minimum Levels of Insurance

1. Comprehensive or Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Appendices

4. Consultant's Errors or Omissions or Professional Liability: \$1,000,000 per occurrence and as an annual aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. In the event the deductibles or self-insured retentions are not acceptable to the City, the City reserves the right to negotiate with the Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require the Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Provisions

Wherever possible, the policies are to contain, or be endorsed to contain, the following provisions:

1. General or Commercial Liability and Automobile Liability Coverages

a. The City, its officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

b. The Contractor's insurance shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.

d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current Bests' rating of A:XII, or with an insurer acceptable to the City.

F. Verification of Coverage

Contractor shall furnish the City with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall name the City as an "additional insured" except for coverages identified in A.4. above. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall require subcontractors to provide their own coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Asbestos or Hazardous Materials Abatement Work

If Asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City's Risk Manager and provide scope and limits of coverage that are appropriate for the scope of work. No asbestos abatement work will be performed until coverage is approved by the Risk Manager.

EQUAL OPPORTUNITY COMPLIANCE

The City is an equal opportunity employer and requires all Proposers to comply with policies and regulations concerning equal opportunity.

The Proposer, in the performance of this Agreement, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, or physical handicap.

OTHER COMPLIANCE REQUIREMENTS

In addition to nondiscrimination and equal opportunity compliance requirements previously listed, the Proposer awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Appendices

OWNERSHIP OF DOCUMENTS

Any reports, studies, conclusions, and summaries prepared by the Proposer shall become the property of the City.

CONFIDENTIALITY OF INFORMATION

All information and data furnished to the Proposer by the City, and all other documents to which the Proposer's employees have access during the term of the contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

ATTACHMENTS

ATTACHMENTS

ATTACHMENTS

Attachment A: Non-Collusion Certificate

NON-COLLUSION CERTIFICATE

STATE OF _____)
COUNTY OF _____) ss.

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City of Kirkland for consideration in the award of a contract on the improvement described as follows:

Third-Party Quality Assurance for Enterprise Asset and Maintenance Management System Implementation

(Name of Firm)

By: _____
(Authorized Signature)

Title _____

Sworn to before me this _____ day of _____, _____ .

Notary Public

CORPORATE SEAL:

Consulting Services for ERP Procurement Process

City of Kirkland - Request for Proposal
May 31st, 2016

ATTACHMENTS

Attachment B: Non-Disclosure Agreement



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("the Agreement") is made this ____ day of _____, 201____, by and between the City of Kirkland, a municipal corporation of the State of Washington (the "City"), and _____, a __ corporation ("the Vendor").

Whereas, the Vendor <is the successful candidate/wishes to submit a proposal>for the <project name>; and

Whereas, the Vendor will need to review confidential information ("the Confidential Information") belonging to the City in order to be able to <prepare its proposal/complete this project>, which the City does not want disclosed; and

Whereas, in consideration for being allowed to see the Confidential Information so that it can prepare a proposal, the sufficiency of such consideration being hereby acknowledged, Vendor is willing to enter into this Non-Disclosure Agreement,

Now therefore, as evidenced by their signatures below, the parties hereby agree as follows:

1. The Vendor shall maintain and protect the confidentiality of the Confidential Information, the Vendor shall not disclose the Confidential Information to any person or entity and shall not challenge, infringe or permit or assist any other person or entity to disclose the Confidential Information or challenge or infringe any of the City's license rights, trade secrets, copyrights, trademarks or other rights respecting the Confidential Information.
2. Except pursuant to a written agreement between the parties, the Vendor shall not directly or indirectly, i) provide, make, use or sell, or permit or assist any other person or entity to provide, make, use or sell any services, devices or products incorporating any protected feature embodied in any of the Confidential Information; ii) apply for or seek to register, or otherwise attempt to create, establish or protect any patents, copyrights or trademarks with respect to any of the Confidential Information; or iii) use any name used by the other party, whether or not subject to trademark protection, or any confusingly similar name.
3. The Vendor shall not disclose the Confidential Information except to those persons employed by the Vendor, or its affiliates or subsidiaries, who have reasonable need to review the Confidential Information under the terms of this Agreement.
4. Vendor shall not make any copies, drawings, diagrams, facsimiles, photographs or other representations of any of the Confidential Information.
5. Upon request by the City, Vendor shall immediately return any Confidential Information in its possession, including all copies thereof.

Consulting Services for ERP Procurement Process

ATTACHMENTS

6. Notwithstanding other provisions of this Agreement, the Agreement does not restrict the Vendor with respect to the use of information that is already legally in its possession, that is available to the Vendor from other sources without violating this Agreement or the intellectual property rights of the City or that is in the public domain. Notwithstanding other provisions of this Agreement, this Agreement also shall not restrict the Vendor from providing, making, using or selling services, devices or other products so long as the Vendor does not breach this Agreement, violate the City's intellectual property rights or utilize any of the Confidential Information.
7. The covenants in this Agreement may be enforced a) by temporary, preliminary or permanent injunction without the necessity of a bond or b) by specific performance of this Agreement. Such relief shall be in addition to and not in place of any other remedies, including but not limited to damages.
8. In the event of a suit or other action to enforce this Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees and the expenses of litigation, including attorneys' fees, and expenses incurred to enforce this Agreement on any appeal.
9. The Agreement shall be governed by and construed in accordance with Washington law. The King County Superior Court or the United States District Court for the Western District of Washington at Seattle (if federal law is applicable) shall have the exclusive subject-matter jurisdiction of matters arising under this Agreement, shall have personal jurisdiction over the parties and shall constitute proper venue for any litigation relating to this Agreement.
10. For purposes of this Agreement, all covenants of the Vendor shall likewise bind the officers, directors, employees, agents, and independent contractors of the Vendor, as well as any direct or indirect parent corporation of the Vendor, direct or indirect subsidiary corporations of the Vendor and any other person or entity affiliated with or related to the Vendor or to any of the foregoing persons or entities. The Vendor shall be liable to the City for conduct of any of the foregoing persons or entities in violation of this Agreement to the same extent as if said conduct were by the Vendor.
11. The Vendor shall not directly or indirectly permit or assist any person or entity to take any action which the Vendor would be barred by this Agreement from taking directly.
12. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first written above.

CITY OF KIRKLAND

<Company Name>

By: _____

By: _____

Its: _____

Its: _____

Consulting Services for ERP Procurement Process

City of Kirkland - Request for Proposal
May 31st, 2016

ATTACHMENTS

ATTACHMENTS

Attachment C: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

Third-Party Quality Assurance for Enterprise Asset and Maintenance Management System
Implementation
Job #62-15-IT

The City of Kirkland, Washington, a municipal corporation ("City") and _____,
whose address is _____ ("Consultant"), agree and contract as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment ____ to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$_____, as detailed in Attachment _____.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as Consultant modifies such work to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

ATTACHMENTS

III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.

B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

C. Methodology, materials, software, logic, and systems developed under this contract are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The _____ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

The estimated completion date for the Consultant's performance of the services specified in Section I is _____.

ATTACHMENTS

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

ATTACHMENTS

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

ATTACHMENTS

2. The Consultant shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. Occurrence Basis

Any policy of required insurance shall be written on an occurrence basis.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

ATTACHMENTS

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to, _____. Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: _____

By: _____
Kurt Triplett, City Manager

Date: _____

Date: _____